IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO. 17 OF 2005

IN

SUMMARY SUIT NO. 2965 OF 2004

Cambata Aviation Ltd .....Plffs.
vs.
1. Amarjit S. Thapar
adnd ors. .....Defnds.

N.B. Patil for the plaintiffs.
Rakesh Singh i/b. Mr. U.S. Samudrawala for the defendants.

CORAM: S.U. KAMDAR, J.

DATE : 18th October, 2005.

P.C. :.

1. The present suit is filed for the recovery of sum of Rs.3,14,158/- and interest amount to Rs.65,403/-.

2. It is the case of the plaintiff that for the business service agreement the defendant had given to the plaintiff the business premises for use, occupation and possession. The said agreement has

expired and the plaintiff has already handed over possession of the premises back to the defendant. By letter dated 3.10.2002 the plaintiff admitted the refund of security deposit. But inspite of the same the amount is not paid. After giving credit to the amount payable for sum of Rs.1,25,845/- towards compensation from January, 2003 to May 2003, the balance claim will raise in the present suit for Rs.2,49,155/-.

3. The defendants are served. Inspite of service there is no affidavit of service filed. Matter was on board on 11.10.2005. Adjournment was sought on the ground of settlement. Inspite of the same neither the reply is filed nor the matter is settled. However today again the advocates seeks time. In the light of the fact that no steps are taken inspite adjournment being granted. Even on merits I find no defence inrespect of the amount due and payable by the defendnat to the plaintiff. In that view of the matter, suit decreed. Refund of court fees as per rules. Summons for Judgment disposed off accordingly.

:3:

****